

**RFP for Fiber Optic Wide Area Network
for the Roanoke Rapids Graded School District
536 Hamilton St. Roanoke Rapids NC 27870**

Submitted by: David Cooke, Chief Technology Officer

Background and Overview: The Roanoke Rapids Graded School District (RRGSD) with its district office located at 536 Hamilton St. Roanoke Rapids, NC 27870 / 252-519-7100, is seeking proposals for a Fiber Optic Wide Area Network/WAN to connect seven of its school sites together.

RRGSD participates in the Federal E-rate program and is reimbursed in the 90% discount level. Implementation of this Fiber WAN solution is dependent on E-rate approval and RRGSD Board of Education approval.

Vendor must offer and quote an all-inclusive and turnkey managed lease Fiber Optic Network. All-inclusive includes all Fiber Optic equipment, cabling, trenching, conduit, hand holds, man holes, testing, splices, poles or underground installation (per local rules and laws), all permits, right of ways, easements and adherence to all local, state and federal laws.

The installation shall be turnkey and termination will be in the main Data rooms/MDFs at each listed school.

All termination equipment shall be provided and completed by the vendor.

Vendors shall provide the Lowest Corresponding Price, or LCP, for all of their service offerings per E-rate rules.

Inquiry Only: Please be advised that this solicitation may not result in a contract award for reasons of funding and other considerations. RRGSD reserves the right to reject any and all bids if it is determined to be in the best interest of the district. If a contract is not awarded, RRGSD will not be liable for bidding costs. This solicitation is pursuant to N.C.G.S. 143-129.8 purchase of information technology goods and services therefore proposals submitted under this section shall not be subject to public inspection until a contract is awarded.

General Description: RRGSD seeks proposals for a new Fiber Optic Wide Area Network/WAN to connect its seven (7) school buildings together.

Due Date: The 470 Form and RFP will be released for minimally 28 days. Proposals are due by **Tuesday, January 23, 2024 by 12:00 noon**, via e-mail to David Cooke / cooked.co@rrgsd.org. Proposals received after this time will not be considered. It is the vendor's responsibility to submit their proposal to David Cooke by the due date.

RFP Instructions

- **SIGNED PROPOSALS:** Vendor's proposal shall be signed and dated by an official authorized to bind the vendor. Unsigned proposals will not be considered.
- **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of a provider's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Provider specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- **COMPETITIVE OFFER:** Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal

has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.

- **ORAL EXPLANATIONS:** RRGSD shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
- **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
- **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
- **COST FOR PROPOSAL PREPARATION:** Any cost incurred by Providers in preparing or submitting offers are the Providers' sole responsibility; RRGSD will not reimburse any Provider for any costs incurred prior to award.
- **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.
- **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
- **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Providers shall become the property of RRGSD when received.
- **PROVIDER'S REPRESENTATIVE:** Each Provider shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- **SUBCONTRACTING:** Providers may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
- **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the Provider does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina Law. Provider shall indemnify and hold harmless the RRGSD Board of Education for any costs and expenses associated with the failure to release or disclose any portion of Provider's response that is labeled "CONFIDENTIAL" to a third party.
- **FINANCIAL RESPONSIBILITY:** If requested by RRGSD, Provider shall provide sufficient documentation demonstrating that Provider is financially solvent and able to perform under the Contract. If requested by RRGSD, Provider agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by RRGSD's Finance Officer

Service locations: The school locations being connected together and required speeds between schools are as follows:

1. **District Office**, 536 Hamilton St. Roanoke Rapids, NC 27870
Connection at the following speeds:
Fiber Optic WAN: Option1: 1Gbps and Option 2: 2Gbps Option 3: 5Gbps Option 4: 10Gbps
2. **Roanoke Rapids High School** 800 Hamilton St. Roanoke Rapids, NC 27870
Connection at the following speeds:
Fiber Optic WAN: Option 1: 1Gbps and Option 2: 2Gbps Option 3: 5Gbps Option 4: 10Gbps
3. **Chaloner Middle School**, 2100 Virginia Ave, Roanoke Rapids, NC 27870
Connection at the following speeds:
Fiber Optic WAN: Option 1: 1Gbps and Option 2: 2Gbps Option 3: 5Gbps Option 4: 10Gbps

4. **Belmont Elementary School**, 1517 Bolling Rd. Roanoke Rapids, NC 27870
Connection at the following speeds:
Fiber Optic WAN: Option 1: 1Gbps and Option 2: 2Gbps Option 3: 5Gbps Option 4: 10Gbps
5. **Manning Elementary School**, 940 Park Ave. Roanoke Rapids, NC 27870
Connection at the following speeds:
Fiber Optic WAN: Option 1: 1Gbps and Option 2: 2Gbps Option 3: 5Gbps Option 4: 10Gbps
6. **Clara Hearne Pre-K Center**, 731 Cedar St. Roanoke Rapids, NC 27870
Connection at the following speeds:
Fiber Optic WAN: Option 1: 1Gbps and Option 2: 2Gbps Option 3: 5Gbps Option 4: 10Gbps
7. **RRGSD Maintenance/Technology Center**, 237 Vance St. Roanoke Rapids, NC 27870
Connection at the following speeds:
Fiber Optic WAN: Option 1: 1Gbps and Option 2: 2Gbps Option 3: 5Gbps Option 4: 10Gbps

Technical Questions and Walkthroughs: and/or E-rate questions can be directed to David Cooke, Chief Technology Officer – cooked.co@rrgsd.org. Technical questions will not be accepted after the following date and time: Monday, January 22, 2024 at 5:00 PM. Questions and answers will be posted at [RRGSD WAN 2024 RFP Q&A](#). It is the vendor's responsibility to monitor the question and answer site for any questions, answers, or additions/changes to the RFP. Walk-throughs are optional and must be scheduled in advance by January 19, 2024 at 4:00 PM.

Firm Turnkey Quote: Vendor shall provide a turnkey quote for managed Fiber Optic WAN service on a managed leased basis and to include all installation and construction costs to provide connections into each building. RRGSD is seeking a 36-60 month managed lease term agreement with, if applicable, two (2) one year voluntary extensions.

Proposal Evaluation and Award Criteria: RRGSD is seeking proposals from the most qualified vendors of Fiber Optic wide area networking services that can provide a very cost-effective price and excellent reliability with at least a 99.99% system up-time, fast, effective service, and school district WAN experience. Price is the most important factor, but not the only factor. Present or past school district experience will have some weight and point of presence within the Roanoke Rapids metropolitan area. Evaluation and award criteria, in order of importance, are:

1. Price
2. Technical specifications
3. Suitability of proposal for current and future needs of RRGSD
4. Present or past experience in similarly sized projects
5. Point of presence within the Roanoke Rapids metropolitan area
6. Quality of response (confirms to all terms, conditions, specifications, and format of RFP)

E-rate Participation: Since RRGSD will apply for funding through the Universal Service Schools and Libraries Program, commonly known as "E-rate," and it will procure all eligible services under the established guidelines of this federal program. Only proposals from E-rate eligible service providers, as defined by the FCC, will be considered. Vendor shall be responsible for full compliance with all E-rate requirements during the term of any contract resulting from this RFP. Furthermore, it is imperative that the successful vendor participate in good standing with the federal E-rate program.

Please provide your Service Provider Identification Number (SPIN) _____.

Vendor must certify that it will annually certify itself with the E-rate program via the form 473 (required every year), so that RRGSD will be assured that it will be able to collect from the program.

References: The successful vendor must prove that it can support RRGSD on its Fiber Optic WAN and shall provide as part of its response to this RFP at least three references in the state of North Carolina or within 50 miles of Roanoke Rapids, NC, of which your company has sold, installed, and supports a Fiber Optic WAN solution.

Vendor Description: Vendor shall provide an overview of your company with number of support personnel, annual sales, and school district success stories.

Technical Specifications: RRGSD is seeking qualified vendors to provide proposals for an all-inclusive and turnkey managed lease Fiber Optic Network. All-inclusive includes all Fiber Optic equipment, cabling, trenching, conduit, hand holds, man holes, testing, splices, poles or underground installation (per local rules and laws), all permits, right of ways, easements and adherence to all local, state and federal laws, with service to begin July 1, 2024. Each proposal and the resulting solution shall include the following:

- The installation shall be turnkey and termination will be in the main Data rooms/MDFs at each listed school.
- All termination equipment shall be provided and completed by the vendor.
- Vendors shall provide the Lowest Corresponding Price, or LCP, for all of their service offerings per E-rate rules.
- The vendor shall develop and provide an accurate design on a turnkey basis of the Fiber Optic WAN and is solely responsible for costs incurred in the design of the network.
- Vendors shall provide a network drawing of your Fiber Optic WAN design with schools, connections routes and equipment.
- The vendor shall be responsible for obtaining any and all permits in association with the project. Also, the vendor must work with local municipalities to obtain permits and right of ways associated with the installation of the WAN.
- The vendor shall provide a managed Router or Switch or equivalent Metropolitan Area Network equipment to diagnose and manage each site.
- The connection for the Fiber Optic WAN connections shall be provided by the vendor to the Main Distribution Frame/MDF in each area, which is the main computer or server room of each school.
- The vendor shall provide its service at a minimum level of 99.99% up-time and provide its Service Level Agreements for this project.
- The vendor's proposal must allow for future additional sites to be added at the cost structure proposed in the vendor's response to this RFP as well as no early termination fee if connections are removed or circuit is to be moved and/or facility closed or no longer operated by RRGSD.
- Program Management: Vendor shall designate an individual who will perform as project manager and be the single-point-of-contact for this solution.

- **Project Plan:** Vendor shall provide a project plan to be submitted within their response to this RFP identifying milestones leading up to and including a July 1, 2024 service start date. The project plan must contain sufficient milestones for measuring interim progress, allowing for identification of potential delay such that contingency plans can be discussed by the provider with RRGSD that can put the overall project back on schedule. The project plan shall include a project summary that clearly identifies start-dates for services to all locations.
- **Project Status Meetings:** There must be regularly scheduled project status meetings between the vendor's project manager and RRGSD. At each project status meeting, the vendor's project manager is to give a detailed verbal report with a summary written report of the current status of all project milestones and identification to the RRGSD of any problems or potential problems that might delay overall project completion on schedule.
- **Contingency Planning:** Sufficient planning should be presented in the proposal and project plan that demonstrates the capability of the vendor for developing, presenting, and discussing contingency efforts at project status meetings; efforts that can make up for interim delays and complete the total installation of all service(s) to all locations by the final completion date requested for Year One services: July 1, 2024. Adjusting the proposed implementation date of July 1 may be permitted at the sole discretion of RRGSD if bidder can offer an arrangement to cover the time between July and the adjusted or proposed date.

Maintenance & Support: Vendor shall provide the following information:

What is your guaranteed service level agreement for uptime and response times?

What are normal hours of service operation?

What constitutes an emergency call?

What is your policy and procedure for a Fiber cable cut?

What is the hourly rate and do any trip charges apply for service calls that apply for this project?

WAN Installation: The vendor shall complete the managed Fiber Optic WAN installation by July 1, 2024, for E-rate purposes

Length of Contract: RRGSD is seeking proposals for a 36-60 month managed lease term agreement with, if applicable, two (2) optional one year extensions

Financials/Cost Proposal: Fiber Optics WAN Including Turnkey Installation. Provider shall provide in response to the RFP the following cost proposals. Pricing shall include all recurring and nonrecurring costs that RRGSD will incur over the term of the contract with the vendor, including startup costs, installation fees, cabling fees, equipment costs, port fees, telecommunication costs, taxes, etc. Recurring and nonrecurring costs shall be included in the Vendor's proposal as separate line items. Proposal must identify any taxes:

Base Proposal: Fiber Optic Wide Area Network

Option 1: Connect Seven (7) school buildings to the District Office via a 1 Gigabit per second Fiber Optic Link.

The turnkey cost of a 3-year managed lease WAN with two (2), optional, one-year extensions is \$_____ per month

Option 2: Connect Seven (7) school buildings to the District Office via a 1 Gigabit per second Fiber Optic Link.

The turnkey cost of a 5-year managed lease WAN with two (2), optional, one-year extensions is \$_____ per month.

Option 3: Connect Seven (7) school buildings to the District Office via a 2 Gigabit per second Fiber Optic Link.

The turnkey cost of a 3-year managed lease WAN with two (2), optional, one-year extensions is \$_____ per month.

Option 4: Connect Seven (7) school buildings to the District Office via a 2 Gigabit per second Fiber Optic Link.

The turnkey cost of a 5-year managed lease WAN with two (2), optional, one-year extensions is \$_____ per month.

Option 5: Connect Seven (7) school buildings to the District Office via a 5 Gigabit per second Fiber Optic Link.

The turnkey cost of a 3-year managed lease WAN with two (2), optional, one-year extensions is \$_____ per month

Option 6: Connect Seven (7) school buildings to the District Office via a 5 Gigabit per second Fiber Optic Link.

The turnkey cost of a 5-year managed lease WAN with two (2), optional, one-year extensions is \$_____ per month.

Option 7: Connect Seven (7) school buildings to the District Office via a 10 Gigabit per second Fiber Optic Link.

The turnkey cost of a 3-year managed lease WAN with two (2), optional, one-year extensions is \$_____ per month.

Option 8: Connect Seven (7) school buildings to the District Office via a 10 Gigabit per second Fiber Optic Link.

The turnkey cost of a 5-year managed lease WAN with two (2), optional, one-year extensions is \$_____ per month.

E-Rate Requirements: Provider must agree to and comply with the following E-Rate terms and conditions:

1. Provider must be a current participant and continue to participate in the E-Rate program, and to fully cooperate with RRGSD to ensure that RRGSD receives all of the E-Rate funding for which it applies and to which it is entitled in connection with the Provider's products/services.
2. It is anticipated that some or all of the costs associated with this proposal shall be eligible for the E-Rate discount under the Federal Communications Commission (FCC) Universal Service Provision (FCC 97-157). Accordingly, if so, and contingent upon RRGSD's receipt of a funding commitment from SLD/USAC, Provider will be required to institute a two-tiered billing system and will be required to recover up to ninety percent (90%) of its compensation for such eligible Services directly from the Schools and Libraries Division (SLD) of the Universal Service Administration Company (USAC) in accordance with procedures established by the FCC and SLD/USAC.
3. Provider understands that, due to circumstances beyond RRGSD's control, RRGSD may not receive an E-Rate funding commitment by the beginning of the E-Rate funding year, July 1, for

the services it intends to purchase from Provider during that funding year. When E-rate funding is approved, Provider shall invoice USAC for the discounted amount RRGSD is owed retroactive to July 1st of the funding year or to whenever approved service to RRGSD began, whichever date is later.

4. RRGSD reserves the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate "program year" (i.e., change the Contract End Date (CED)), and/or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the FCC and/or SLD/USAC.
5. Final authorization by RRGSD Board of Education for the purchase of any or all goods or services described in this RFP is contingent upon the award of funding (a funding commitment decision letter) from the Schools and Libraries Division of USAC.
6. RRGSD may, at its discretion, choose to cancel its offer for the purchase of any and all goods or services requested in this bid if E-Rate funding is not approved by USAC, there is a reduction in funding, there are changes in the physical structure of a school (i.e., renovations, demolitions), or for any reason, with no cancellation, early termination, or similar fees.
7. Provider shall have proof of current E-Rate Service Provider Certifications (SPAC).
8. Provider shall have proof of an E-Rate Service Provider Identification Number (SPIN).
9. Provider shall have proof of an FCC Registration Number (FRN).
10. Provider must not be on "Red Light" status with the E-Rate program administrator. Provider shall continue to discount service if placed on "Red Light" status after award.
11. Provider shall itemize the cost of E-Rate eligible and ineligible items.
12. RRGSD may request service substitutions following the SLD guidelines.
13. Provider shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Provider's services to RRGSD. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by RRGSD. Provider shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing RRGSD the same right to inspect and audit those records as set forth herein.
14. Provider will create, implement and enforce an internal E-rate audit process that ensures compliance with all E-rate program rules and regulations.
15. Provider must state compliance with the Lowest Corresponding Price rule per FCC policy.

Other standard contract requirements, terms, and conditions: The following terms and conditions shall become part of any contract awarded as a result of this RFP:

1. Termination for Convenience. School System may terminate this Contract at any time upon thirty (30) calendar days' notice in writing from School system to Provider prior to the date of termination.
2. Termination for Default. At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided. Provider shall not be relieved of liability to School System for damages sustained by School System by virtue of any breach of this contract, and School System may withhold any payment due the Provider for the purpose of setoff until such time as the exact amount of damages due School System from such breach can be determined. School System reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Provider without expense to School System. In case of default by the Provider, School System may procure the goods and services necessary to complete performance hereunder from other sources and hold the Provider responsible for any excess cost occasioned thereby. In addition, in the event of default by the Provider under this contract, or upon the Provider filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Provider, School System may immediately cease doing business with the Provider, immediately terminate this contract for cause, and may act to debar the Provider from doing future business with School System.

3. **Terms and Methods of Payment.** Provider shall submit to the School System monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed for services rendered throughout the previous calendar month, along with any supporting documentation that may be requested in advance by the School System. The School System shall process payments to Provider within thirty (30) business days of submission of such invoices. Invoices should be sent to the attention of the School System finance officer. Any applicable taxes shall be invoiced as a separate item.
4. **Contract Funding.** It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. If E-Rate funding is not approved for any reason, the School System, at its discretion, may choose to terminate this Contract as provided in Section 5 with no early termination fees or penalties.
5. **Insurance.** Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence with \$2,000,000 General Aggregate. Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. The Board of Education shall be named by endorsement as an additional insured on the general and automobile liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School system at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
6. **Taxes.** Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
7. **Monitoring and Auditing.** Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract. The School System agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
8. **Confidentiality of Student Information.** Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.
9. **General Confidentiality.** Any School System information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Provider under this Contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not

divulged or made available to any individual or organization without the prior written approval of School System.

10. Care of Property. The Provider agrees that it shall be responsible for the proper custody and care of any property furnished it by School System for use in connection with the performance of this Contract or purchased by or for School System for this Contract, and Provider will reimburse School System for loss or damage of such property while in Provider's custody. In addition, the Provider must exercise reasonable care to avoid any damage to RRGSD real and personal property. The Provider shall immediately report any existing damage noted by the Provider, or any damage caused by the Provider. All damage caused by the Provider shall be the direct responsibility of the Provider to repair/replace. The Provider must clean up after the work and restore the premises to the condition in which it was found.
11. Key Personnel. Provider shall not substitute key personnel assigned to the performance of this contract without prior written approval by School System assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP and persons identified in Provider's proposal.
12. Lunsford Act/Criminal Background Checks. Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract. In addition, the School System may conduct additional criminal records checks at the School System's expense. If the School System exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the School System for all contractual personnel who may deliver goods or perform services under this Contract. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or

provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

13. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
14. Intellectual Property Indemnity. Provider agrees, at its own expense, to indemnify, defend and save School System harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that School System's use or possession of any service provided by Provider infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
15. Relationship of Parties. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.
16. Advertising. Provider agrees not to use the existence of this Contract or the name of School System of North Carolina as part of any commercial advertising or marketing of products or services. Provider may inquire whether School System is willing to act as a reference by providing factual information directly to other prospective customers.
17. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
18. Restricted Companies Lists. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
19. Applicable Roanoke Rapids Graded School District Board of Education Policies. Provider acknowledges that the Roanoke Rapids Graded School District Board of Education has adopted policies governing conduct on all property owned by the Board of Education and agrees to abide by any and all relevant board policies while on its property. Provider acknowledges that these policies are available online on the School System's website. In particular, Provider acknowledges that it has received copies of or has access to (via the School System website) and will abide by all applicable Roanoke Rapids Graded School District Board of Education

policies, including but not limited to policies related to conduct on school property, weapons, drugs and alcohol, tobacco, and interactions with staff and students.

20. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
21. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the School System and Provider.
22. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
23. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
24. Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
25. Nepotism: Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the School System or of any principal or central office staff administrator employed by the School System. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should the Bidder become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, the Bidder shall immediately disclose the family relationship in writing to School System. Unless formally waived by School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to the Bidder.
26. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
27. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

The vendor must exercise reasonable care to avoid any damage to RRGSD property. The vendor shall immediately report any existing damage noted by the vendor, or any damage caused by the vendor. All damage caused by the vendor shall be the direct responsibility of the vendor to repair/replace.

The vendor must clean up after the work and restore the premises to the order in which it was found

Thank you for your participation and interest in serving the future of RRGSD.

David Cooke
Chief Technology Officer
Roanoke Rapids Graded School District
536 Hamilton St.
Roanoke Rapids, NC 27870
252-519-7144
Fax 252-519-7198